

## **SECTION 2 - SPECIAL TERMS AND CONDITIONS**

### **2.1 PURPOSE**

The purpose of this solicitation is to establish a contract to obtain services to collect, process, and properly dispose of single-stream, commingled recyclables and corrugated cardboard materials for Miami-Dade County facilities.

### **2.2 TERM OF CONTRACT**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by County's Internal Services Department, Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for sixty (60) months.

### **2.3 OPTION TO RENEW**

Prior to, or upon completion, of that initial term, County shall have the option to renew this contract for two additional three (3) year periods. The Bidder shall maintain, for the entirety of the stated additional period, the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the Bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. Should awarded Bidder decline the County's right to exercise the option period, County will consider awarded Bidder in default which decision shall effect that Bidder's eligibility for future contracts.

### **2.4 METHOD OF AWARD**

**2.4.1** Method of Award: To the lowest priced Bidder by Zone. Award of each zone will be made to the responsive, responsible Bidder who submits an offer on all items listed in the zone and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer for that zone may be rejected.

**2.4.2** Bidder is required to submit a copy of their current General Hauler Permit issued by the Miami-Dade County Public Works and Waste Management Department with their submittal.

**2.4.3** Bidder shall either own and operate a Materials Recovery Facility (MRF) licensed by the State of Florida and Miami-Dade County or have access to a MRF licensed by the State of Florida and Miami-Dade County via an established relationship with a MRF owner and operator. Bidders must provide the following information to demonstrate compliance with this requirement:

- Name and Address of MRF

- Name and Address of MRF owner and operator
- A copy of licenses of the State of Florida and Miami-Dade County and the city in which the MRF is located (if applicable)
- Documentation stating the capacity of materials the MRF is capable of accepting
- If the Bidder does not own and operate the MRF, a letter or contract showing the MRF will accept material collected by the Bidder for the duration of the contract. Such letter or contract must be executed by an authorized representative of the MRF and dated within 3 months of bid submission.

**2.4.4** Bidder shall provide three (3) references from current customers that contain the following information: company name, address, reference name, title, contact number and email. The references must be able to verify that the bidder has successfully provided the services being solicited for at least two (2) years.

#### **2.4.5 PRICES**

The contract prices shall remain fixed for the full term of the contract with the following exception. Adjustments to the price(s) paid under contracts to which the Living Wage Ordinance applies may be annually indexed to the current Living Wage, which is adjusted every October 1. Said adjustments must be requested in writing by the selected Proposer no less than 90 days prior to the annual contract award date. County reserves the right to negotiate and/or reject any price adjustments submitted by the selected Proposer and/or to terminate the contract based on such price adjustments.

#### **2.6 PRE-BID CONFERENCE/EXAMINATION OF SITE (RECOMMENDED)**

Prior to submitting its offer, it is strongly recommended that Bidders attend the pre-proposal conference/site visit(s) of the proposed work sites and to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. No additional allowances will be made because of lack of knowledge of these conditions. The pre-bid conference/site visitation will be held on \_\_\_\_\_, **2015**  
**at** \_\_\_\_\_ at the following location(s):

Due to the special security requirements at some County facilities, Bidders may be required to provide their driver's license or state identification to secure entry to the site(s).

#### **2.7 INSURANCE REQUIREMENTS**

**2.7.1** The standard insurance requirements listed in the General Terms and Conditions shall apply with the exception of the following changes to the sections specifically identified:

**2.7.2** General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

**2.7.3** Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

**Under no circumstances** is the awarded Bidder permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. The \$1 million limit applies at all other airports.

## **2.8 COMPLIANCE / REGULATION**

### **2.8.1 FEDERAL STANDARDS**

All services / products to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

### **2.8.2 POLLUTION CONTROL**

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by contacting the Department of Regulatory and Economic Resources (RER), 701 NW 1<sup>st</sup> Court, Suite 400., Miami, Florida 33136, Telephone (305) 372-6789.

### **2.8.3 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

## **2.9 INITIAL DELIVERY OF CONTAINERS**

Awarded Bidder must provide the types and quantities of containers as outlined in this solicitation within thirty (30) calendar days of notice of award.

## **2.10 CONTAINER PLACEMENT**

The movement of a container from one location to another location within a facility shall not be interpreted as a new service and no additional fees for the move will be charged by awarded Bidder. Placement of containers shall be as directed by County's Site Manager.

## **2.11 MIAMI-DADE COUNTY LIVING WAGES SUPPLEMENTAL GENERAL CONDITION**

Contractors providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County, (Code) as amended by Ordinance [Governing Legislation], will apply to this contract. By submitting a proposal or executing a contract pursuant to these specifications, the Contractor is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at [www.miamidade.gov](http://www.miamidade.gov).

This Supplemental General Condition is organized with the following sections:

- (1) Definitions
- (2) Minimum Wages and Posting of Information.
- (3) Liability for Unpaid Wages; Sanctions; Withholding
- (4) Payrolls, Records and Reporting
- (5) Subcontracts
- (6) Complaints and Hearings; Contract Termination and Debarment

### **1. DEFINITIONS**

- A. Administrative hearing officer means a person designated by the County Mayor to hold administrative hearings on complaints of practices prohibited by this Administrative Order.
- B. Applicable department means County department(s) using the service contract.
- C. Complaint means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Code, implementing Administrative Order. No. 3-20 and these Supplemental General Conditions.
- D. Compliance officer means the Director of the Department of Small Business Development (SBD) or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.
- E. Contract means an agreement for services covered by the Living Wage Code involving County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.
- F. Contracting officer means County and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. County means the government of Miami-Dade County or the Public Health Trust.

- H. Covered employee means anyone employed by any service contractor, as further defined in the Code, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with County.
- I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services.
- J. Covered services are any one of the following:
- (1) County Service Contracts - Contracts awarded by County that involve a total contract value of over \$100,000 per year for the following services:
    - (i) food preparation and/or distribution;
    - (ii) security services;
    - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
    - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
    - (v) transportation and parking services including airport and seaport services;
    - (vi) printing and reproduction services; and,
    - (vii) landscaping, lawn and/or agricultural services.
  - (2) Services provided at Miami-Dade County Aviation facilities: Any service that is provided by a Service Contractor at a Miami-Dade County Aviation Department Facility is a covered service without reference to any contract value.
    - (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
    - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

- (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
  - (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
  - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
  - (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
  - (vii) Janitorial Services;
  - (viii) Delayed Baggage Services;
  - (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
  - (x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
  - (xi) In warehouse cargo handlers.
- K. Debar means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time pursuant to section 10-38 of the Code of Miami-Dade County.
- L. Living wage means the minimum hourly pay rate with or without a health benefits in effect for the fiscal year I which the work is performed.
- M. Living Wage Commission means a fifteen person advisory board established by County Commission for the purpose of reviewing the effectiveness of the Living Wage, reviewing certifications submitted by covered employers to County to include, reviewing complaints filed by employees and making recommendations to the Applicable Department, County Mayor and the County Commission regarding same.

- N. Project manager means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.
- O. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
- (1) the service contractor is paid in whole or in part from one (1) or more of County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract;
  - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of County; or,
  - (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami-Dade County Aviation Department facility including at Miami International Airport pursuant to a permit, lease agreement or otherwise.

**2. MINIMUM WAGES, HEALTH BENEFIT PLANS AND POSTING OF INFORMATION**

- A. The Living Wage rate and Notice can be obtained from the Department of Small Business Development at 305-375-3111 or on the web at [www.miamidade.gov/sba/living\\_wage\\_poster.asp](http://www.miamidade.gov/sba/living_wage_poster.asp).

All covered employees providing covered services shall be paid not less than the living wage rate in effect for the fiscal year in which the work is performed. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the compliance officer to qualify for the wage rate for employees with a health benefit plan.

- B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan, then the service contractor may comply with the Living Wage requirements by paying the covered employee the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor,

provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of complying with the living wage shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a) Florida Statutes.

To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

- (1) A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire, if the Covered Employer has taken the necessary steps to effectuate coverage for such employee.
  - (2) If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.
- C. The Living Wage rate is annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.
- D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- E. Covered employers must post a copy of the Living Wage rate notice issued by the County in a visible place on the site where such contract work is being performed and shall be supplied to the employee within a reasonable time after a request to do so. Covered employers are also required to print the following statements on the front of the covered employee's first paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole.
- F. Covered employers must refrain from terminating, reducing the compensation, or otherwise discriminating against an employee performing work on the contract even though a complaint of practices has been made by the employee or other investigative or enforcement action is being taken regarding such service contractor.



**3. LIABILITY FOR UNPAID WAGES; SANCTIONS; WITHHOLDING**

- A. Liability for Unpaid Wages: Covered employers found to be in violation of the Living Wage requirements shall be required to pay wage restitution to the affected employee(s) within thirty (30) days of the finding of non-compliance. Request for appeals of violations must be filed in writing with the compliance officer within thirty (30) days of receipt of the violation.
- B. Sanctions: In addition to payment of wage restitution to affected employee(s), the Compliance Officer may also sanction the service contractor for violations in at least one (1) of the following additional ways:
- (1) Penalties payable to County in an amount equal to 10% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 20% for the second instance; and for the third and successive instances 30% of the amount of underpayment. A fourth violation shall constitute a default of the contract where the underpayment occurred and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized to defray costs of administering the Living Wage provisions.
  - (2) The sum of up to five hundred dollars (\$500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter;
  - (3) Suspend payment or terminate payment under the contract or terminate the contract with the service contractor;
  - (4) If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by County, such service contractor and all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Living Wage contracts for a period of up to three (3) years. In addition all covered employers shall be ineligible for Living Wage contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer were officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter;
  - (5) In addition to any other sanctions provided for herein, for violations other than underpayment of wages and/or benefits, damages payable to County in the amount of five hundred dollars (\$500.00) per week for each week in which the violation remains outstanding.

- (6) A service contractor who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from County to a notice of noncompliance, or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by County after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of noncompliance and, in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits, and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.
- (7) All such sanctions recommended or imposed shall be a matter of public record.
- (8) All unpaid sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the State of Florida statutory rate for judgments provided by Florida Statutes §55.03.
- (9) A service contractor found to have retaliated or discriminated against a covered employee shall be ordered to pay restitution and reinstate the discharged employee with back pay to the date of the violation and may be imposed a sanction as specified in this section.

**C. Withholding**

County may withhold from the covered employer accrued payments as may be considered necessary to pay employees of the covered employer or any subcontractor for the performance of the contract work, the difference between the hourly living wage rate plus, if applicable, health benefits required to be paid by the covered employer to the employees on the contract and the amounts received by such employee and an amount equal to the employers contribution for applicable payroll taxes. Where violations have been found and upheld, the covered employer or their agents shall not be entitled to refunds of the amounts withheld in the event the covered employer has failed to properly reimburse employees, and these funds may be remitted to the employees by County with amounts for federal withholding and other taxes remitted to the appropriate agencies as required by federal law.

**4. PAYROLL; RECORDS; REPORTING**

- A. Covered employers are required to keep, produce upon request, and allow access to, for a period of three (3) years from the expiration, suspension or termination date of the contract subject to this Administrative Order, accurate written records signed under oath as true and correct showing:
- (1) the name, address, social security number, job title, and classification of each covered employee performing covered services on a contract;
  - (2) the number of hours worked each day by each covered employee;
  - (3) For each covered employee, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of health benefit payments, including contributions to approved plans; and,

- (4) any other data or information the Living Wage Commission or County should require.
- B. The covered employer shall submit to the applicable department, every six (6) months, a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- C. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.
- D. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for sanctions as outlined in Section III. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

**5. SUBCONTRACTS**

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision. The prime service contractor will be responsible for compliance by all subcontractors. In the event of non-payment or underpayment of the required wages, the prime service contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

**6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT**

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify County Manager in writing and County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

- 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
  - 2) The penalties assessed;
  - 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
  - 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.
- F. Upon completion of the administrative hearing, the Administrative Hearing Officer shall submit written findings and recommendations together with a transcript and exhibits of the administrative hearing, to County Manager or his/her designee within thirty (30) days of the receipt of the transcript.
- G. If County Manager or his/her designee determines a covered employer failed to comply with the provisions of the Code the non-complying covered employer and the principal owners and/or qualifying agent thereof may, in addition to any sanctions imposed pursuant to the Code and included in Section III of the Supplemental General Conditions, be prohibited from bidding on or otherwise participating in County contracts for a specified period of time pursuant to Section 10-38 of the Code of Miami-Dade County.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract/ Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to County.

**2.12 SPECIAL SECURITY REQUIREMENTS AT MIAMI-DADE AVIATION AND WATER AND SEWER DEPARTMENTS**

The special security requirements at the Miami-Dade Aviation and Water and Sewer departments listed in Section 1, General Terms and Conditions, Para. 1.46 shall apply.

**2.13 LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS**

It is hereby agreed and understood that this contract may be extended for an additional thirty (30) day transitional period after the stated expiration date of the contract including any contract extensions exercised under the initially established option period terms of the contract. During this transitional period the awarded Bidder agrees to continue the same or a reduced level (if such reduction is mutually agreed to and appropriately documented) of service to County at the same prices while the new contract, also in force, is being mobilized. If the awarded Bidder is supplying equipment in conjunction with this contract, the Bidder agrees to retain the equipment at the designated County premise for an additional thirty (30) calendar days after the current expiration of the Contract; at which time the equipment shall be removed from the premises. The awarded Bidder shall be allowed to invoice the affected County department for this additional period on a pro-rated basis

**2.14 ADDITION AND/OR DELETION OF FACILITIES AND/OR SERVICES**

A. Addition of Facilities

County, at its sole discretion, may add facilities to a zone based on location of the facility. The Bidder awarded that zone will be invited to submit a price proposal for the additional facility(s). County may negotiate the price for provided services to the additional facilities, in the best interest of County, and in accordance with the contract terms and pricing. The bidder awarded the zone is not guaranteed to provide the service to the additional facility(s).

B. Deletion of Facilities

County may delete service for any facility when such service is no longer required; upon fourteen (14) calendar days written notice to the awarded Bidder. In the event that a facility is deleted, awarded Bidder shall remove all containers owned by awarded Bidder within seven (7) calendar days of written notification by County. If container(s) are not removed within seven (7) days, a fine may be enforced that could meet/exceed the cost of the container. Any containers not removed will become County property.

C. Additional Pick-ups

Aside from regularly scheduled pick-ups, County reserves the right to request additional pick-ups for routine or special events, or other needs at any given facility. Additional pick-ups will be invoice separately at the additional pick-up price (see Section 4, \_\_\_\_\_).

D. Additional Containers

County reserves the right to require additional containers (e.g. 95 gallon carts, dumpsters, pallets) including pick-up service at any given facility if an increase to the service level is required. Additional container will be invoices separately at the additional container price (refer to Section 4, \_\_\_\_\_).

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**SECTION 3 – TECHNICAL SPECIFICATIONS**

**3.1 SCOPE OF WORK**

Miami-Dade County (County) requires a vendor to collect, process, and properly dispose of recyclable materials at specified Point of Service (POS) locations, serviced by collecting either 95-gallon recycling containers or larger front-loading or rear-loading containers.

For purposes of this solicitation, County has been divided into two (2) geographical zones that will service over 500 County facilities. Refer to **Attachment 1, Facilities by Zones and Level of Service**, which is provided as a separate file online. The awarded Bidder for a particular zone shall provide all facilities within that zone with a single-stream recycling collection service. Please note for designated facilities where large volumes of cardboard are expected to be generated, cardboard will be treated as a separate stream. Effectively, these facilities will be considered dual-stream. County reserves the right to add other recyclable material to the existing stream(s) upon mutual agreement with the awarded Bidder. The costs for these additional recyclable materials and the applicable equipment needed will be negotiated as the need arises.

The recyclables to be collected include the following:

**3.1.1 Cardboard only:**

- corrugated cardboard

**3.1.2 Comingled materials:**

- glass, metal, plastic containers of the type generated by food and beverage consumption,
- office paper, newspaper, magazines, catalogs, paperback books, file folders, paper envelopes, paper board, and/or other paper based products.

**3.2 GOODS / SERVICES TO BE PROVIDED**

**3.2.1 Collection Services**

Collection services shall include:

- A. Curbside service - the point of pick-up will be at the curb for easy access
- B. Point of Service - any County site that requires the selected Proposer to drive into a property to a central point for pick-up or as defined by the County's on site manager

The awarded Bidder shall:

- 1) Collect recycled materials as referenced above in Section 3.1, following a single-stream or dual-stream process. The awarded Bidder shall provide a collection schedule for County approval prior to beginning collection services. The awarded Bidder shall adhere to the approved schedule. Any modification to the schedule shall be submitted in writing for review and approval by County prior to implementation.
- 2) Remove and/or clean-up, at the end of each pickup, any hazardous or non-hazardous spillage of fluids and/or litter, made during the

collection of the recycled materials, and dispose of said materials and or litter in an appropriate manner. The awarded Bidder shall respond within two hours of written notification from County to properly clean-up all spills of fluids and remove any litter as a result of providing these services.

- 3) Properly dispose of or deliver non-recyclable residue from the incoming recyclables to a solid waste disposal facility. Awarded Bidder shall notify the Contract Administrator of any ongoing issues with non-recycle residue.
- 4) Provide monthly performance reports, electronically, to County's Project Manager by the 6<sup>th</sup> day of each month, for the preceding month. The monthly performance data shall be provided electronically on **Attachment 2, County's Monthly Report Template**. Daily weight tickets shall be provided as back-up documentation with monthly reports.
- 5) Provide monthly invoices, per facility, to each managing department as listed in Appendix 1, Facilities by Zones and Level of Service. Invoices must include the department's name, facility name and address/location, container size, number of times services were provided during the invoice period, and material types hauled (e.g. cardboard, comingled materials) during the invoice period.
- 6) Be responsible for repairing and/or replacing any County property that is damaged by the awarded Bidder during the performance of services.
- 7) Provide an emergency contact that is available 24 hours per day, 7 days per week to allow County to place emergency service requests.
- 8) Provide collection services within 2 hours of notification for emergency services requests.
- 9) Provide pre-scheduled additional pick-ups for special events.

### **3.2.2 General Services**

- a) The recyclable materials shall be taken to a licensed and approved Materials Recovery Facility (MRF).
- b) The awarded Bidder shall ensure employees and subcontractors wear and display identification badges at all times while on County property.

## **3.3 VEHICLES AND EQUIPMENT**



The awarded Bidder shall have at all times, and in good working condition, such vehicles and equipment to permit the awarded Bidder to adequately and efficiently perform the services herein.

**3.3.1 Recycling Collection Vehicles**

Each recycling collection vehicle shall comply with applicable federal, state and local regulations (i.e., Florida Department of Transportation, U.S. Environmental Protection Agency, etc.), meet industry standards, be licensed, and be approved by County's Project Manager.

**3.3.2 Condition of Equipment**

All vehicles and auxiliary equipment shall be kept clean, sanitary, safe, and in good repair at all times in service. During service, vehicles shall not emit excessive odor, shall not discharge fluids, shall not emit visible air emissions, and shall comply with all applicable noise ordinances and laws. The paint on vehicles shall be maintained.

Note: Repairs of vehicles and equipment owned by the awarded Bidder shall be done at the awarded Bidder's expense. Repairs shall be made in a timely manner so that recycling materials are not permitted to accumulate.

**3.3.3 Collection Containers**

The awarded Bidder shall provide and position various size containers that may include 95 gallon wheeled carts, two (2), four (4), six (6) and/or eight (8) cubic yard containers, and/or other containers, as approved by County. Some containers may require a locking mechanism. The awarded Bidder is solely responsible for maintaining containers and repairing/replacing as needed. Ownership of the containers remains with the awarded Bidder. All containers shall be labeled with the international recycling symbol.

- a) Wheeled carts for curbside service shall have solid lids, functional wheels and handles, and be appropriate for containing recycled materials. Wheeled carts will be labeled:
  - 1) "CANS, BOTTLES, AND MIXED PAPER ONLY"
  - 2) "NO GARBAGE"
  - 3) With the international recycling symbol
- b) POS front-loading containers shall have lids, drain holes with plugs, and wheels as dictated by site conditions and the facility manager. Cardboard only dumpsters shall have locking lids and a slot of sufficient size to receive flattened cardboard boxed and "CARDBOARD ONLY" stickers with the international recycling symbol on slot side.

All collection containers shall be kept clean, safe, and in good repair at all times of service. During service, containers shall not emit excessive odor and shall not discharge fluids. Container paint shall be maintained in good condition and graffiti free.

### **3.3.4 Optional Compactors And Compactor Service**

County may request, as an optional service, the additional of compactors and/or compactor service at some county facilities. County will negotiate the price for providing the compactors and/or compactor service, in the best interest of County.

## **3.6 PERFORMANCE GUARANTEE PROVISIONS**

The following performance guarantees shall be enforce by County. Failure to correct these performance deficiencies within twenty-four (24) hours of notification by the Project Manager or facility managers, in accordance with the Scope of Service and to the satisfaction of County, shall cause the awarded Bidder to be subject to administrative charges in the amounts listed below for each and every calendar day the work remains incomplete. Chares that have been assessed will be deducted against the monthly invoices received by the awarded Bidder for that facility. Where outstanding invoices are insufficient County may invoice the awarded Bidder. Repeated failures to comply with the Contract requirements shall result in a non-performance action. County reserves the right to find the awarded Bidder in default of the Contract for failure to perform whether deductions have been taken or not.

### **3.6.1 Missed Pick-ups**

Failure to perform any regularly scheduled pick-up of Recyclable Materials at any County facility – each occurrence \$200.00 per pick-up per facility.

### **3.6.2 Spills of Fluids and/or Litter**

Failure to clean up spills of fluids and/or to pick up litter resulting from the loading and/or transportation of Recyclable Materials, within two hours of written notification from County – each occurrence \$100 per incident per facility.

### **3.6.3 Failure to Report**

Failure to provide monthly report by the sixth day of the following month - \$50.00 per calendar day after due date.